

**CITY OF SAN JOSE – MEF, AFSCME LOCAL 101  
TENTATIVE AGREEMENT\***

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**TERM**

July 1, 2013 – June 30, 2014

**WAGES**

2% General Wage Increase

Effective June 23, 2013, all salary ranges for employees holding positions in classifications assigned to MEF shall be increased by approximately 2.0%.

**HIGHER CLASS PAY**

See Attached

**EDUCATIONAL AND PROFESSIONAL PROGRAM**

See Attached

**SICK LEAVE PAYOUT**

See Attached

**DISABILITY LEAVE SUPPLEMENT**

See Attached

**CALL BACK AND STANDBY PAY**

See Attached

**GRIEVANCE**

See Attached

**CONTRACTING OUT**

See Attached

**OVERTIME AND COMPENSATORY TIME**

See Attached

**CITY OF SAN JOSE – MEF, AFSCME LOCAL 101  
TENTATIVE AGREEMENT\***

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**TENTATIVE AGREEMENTS**

- Protective Footwear – See Attached
- Uniform Allowance – See Attached
- Holidays - See Attached
- Voluntary Dues Deductions – See Attached
- Grievance Procedure – See Attached
- Health and Dental In Lieu – See Attached
- Uniform Allowance – Dispatcher Trainees – See Attached
- Citywide Labor Management Committee – See Attached
- Holiday In Lieu – Public Safety Dispatcher Class Series – See Attached
- Training Pay – See Attached
- Safety – See Attached
- Layoff – See Attached

**SIDE LETTER AGREEMENTS**

- Public Transit – See Attached
- Senior Operations Specialists – See Attached
- Retiree Healthcare Stakeholder Solutions Working Group and Negotiations – See Attached

**REOPENERS**

- Retiree Healthcare – The contract language contained in the agreement reached on June 11, 2013, shall be incorporated into the MEF Memorandum of Agreement.
- Notwithstanding any other provision of this Agreement, the parties agree to meet and confer over retirement benefits upon request of either party in the event that the pension modification ballot measure, also known as Measure B, in part or in whole, is declared invalid or otherwise modified or changed by any court of competent jurisdiction or any other administrative process, or by any applicable State or Federal law or regulation.

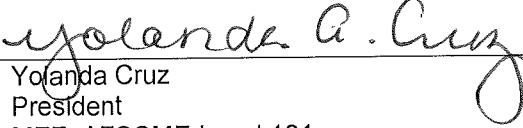
Negotiations between the City and MEF shall commence within 14 days upon notice from either party that any action referenced in the previous paragraph has occurred. The City and MEF shall negotiate in good faith in an effort to reach a mutual agreement. Applicable impasse dispute resolution procedures shall apply.


***\* This agreement is considered tentative and shall not be considered final or binding until ratified by the membership and approved by the City Council. This document sets forth the full agreements of the parties reached during these negotiations. Anything not included in this document is not part of the Tentative Agreement.***

**FOR THE CITY:**

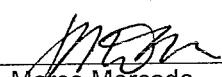
 7-3-13  
Alex Gurza Date  
Deputy City Manager

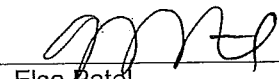
**FOR THE UNIONS:**

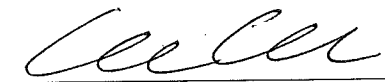
 7/3/13  
Yolanda Cruz Date  
President  
MEF, AFSCME Local 101


 7/3/13  
Charles Allen Date  
Business Agent  
AFSCME, Local 101

CITY OF SAN JOSE – MEF, AFSCME LOCAL 101  
TENTATIVE AGREEMENT\*

  
Marco Mercado  
Senior Executive Analyst  
7-3-13  
Date

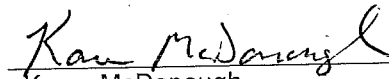
  
Elsa Patel  
Executive Analyst  
7/3/13  
Date

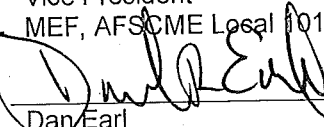
  
Arn Andrews  
Team Member  
City of San Jose  
7/3/13  
Date

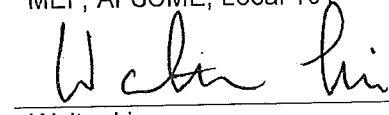
  
Matt Cano  
Team Member  
City of San Jose  
7/3/13  
Date

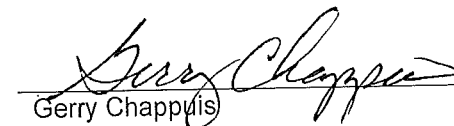
not available to sign  
David Hober  
Team Member  
City of San Jose  
Date

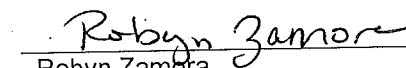
not available to sign  
Carrie Rank  
Team Member  
City of San Jose  
Date

  
Karen McDonough  
Vice President  
MEF, AFSCME Local 101  
7/3/13  
Date

  
Dan Earl  
Treasurer  
MEF, AFSCME, Local 101  
7/3/13  
Date

  
Walter Lin  
Chief Steward  
MEF, AFSCME, Local 101  
7/3/13  
Date

  
Gerry Chappuis  
Team Member  
MEF, AFSCME, Local 101  
7-3-13  
Date

  
Robyn Zamora  
Team Member  
MEF, AFSCME, Local 101  
Date

**CITY PROPOSAL #4 – HIGHER CLASS PAY**

City Proposed Language:

- 12.7 Working in a Higher Classification. Upon specific assignment by the Department Director, or designee, with prior written approval, a full-time or part-time employee may be required to perform the duties of a full-time or benefited part-time position in a higher classification. Such assignments may be made to existing authorized positions which are not actively occupied due to the temporary absence of the regularly appointed employee or a vacant position. Assignments to a higher classification due to a vacancy shall not exceed six (6) months.
- 12.7.1 By mutual written agreement between the City and the Union, an employee assigned to work in a higher classification may be extended in his/her specific assignment past the aforementioned six (6) month limitation.
- 12.7.24 Employees specifically assigned to duties of a higher classification shall be compensated at the rate in the salary range of the higher class which is at least one salary rate (step) five percent (5%) higher in the salary range schedule than the rate received by the employee in the employee's present class. Notwithstanding any other provision of this section, in no event shall an employee receive any amount in excess of the top of the salary range of the higher classification. The employee shall not receive any compensation, however, unless the assignment is for a minimum of twenty-four (24) cumulative work hours within one pay period and a minimum of four (4) consecutive work hours within each work day. In the event the assignment is for a minimum of twenty-four (24) cumulative work hours within one (1) pay period and a minimum of four (4) consecutive work hours within one (1) work day, the employee shall be compensated at the appropriate rate for all the eligible hours worked in the higher class within the pay period.
- 12.7.3 Employees assigned to the duties of a higher classification due to a vacancy, and not due to the temporary absence of an employee, shall be compensated at the rate in the salary range of the higher class, pursuant to section 12.7.2 above, for City observed holidays.

**UNION PROPOSAL #9 – EDUCATIONAL AND PROFESSIONAL PROGRAM**

City Counterproposal:

**ARTICLE 13 BENEFITS**

- 13.10 Educational and Professional Program. The City will reimburse each employee one hundred percent (100%) of expenses incurred, up to \$1000.00 per fiscal year, for registration, tuition, fees, and textbooks for college accredited courses which are either related to or beneficial for the employee's current position or related to or beneficial for a lateral transfer, promotion or other career opportunity within the City service as approved by the Department Director or designee. Of the \$1000.00 amount, up to ~~\$300.00~~ 500.00 may be used for non-college accredited courses, Continuing Education Units, Adult Education Classes, workshops, membership dues in professional associations, professional licenses, and professional certificates which are either related to or beneficial for the employee's current position or related to or beneficial for a lateral transfer, promotion or other career opportunity within the City service, as approved by the Department Director or designee. City Policy Manual Section Education Reimbursement outlines additional details of the program.

**CITY PROPOSAL #18 – SICK LEAVE PAYOUT**

City Proposed Language:

10.3.6 Any employee hired on or after September 30, 2012, shall not be eligible for sick leave payout.

10.3.7 Upon a release of claims provided by the City and signed by the retiree, retroactive payments shall be made to eligible employees in the Federated City Retirement System, who retired on or after January 1, 2012, and before the date that this proposal is ratified and approved by the City Council, who were eligible for a sick leave payout at the time of their retirement under the requirements contained herein and did not receive the payout because the payouts were eliminated prior to their retirement. Retirees will be eligible for a payout of the amount of unused sick leave hours accrued as of December 31, 2011, or the date of their retirement, whichever is less. Payouts will be based on the provisions contained in Sections 10.3.9 and 10.3.10 below. This will resolve any claims related to sick leave payout upon retirement.

10.3.7.1 Unfair Practice Charge No. SF-CE-945-M: The parties agree that the foregoing resolves the issues underlying unfair practice charge no. SF-CE-945-M filed by AFSCME with the Public Employment Relations Board on or about March 15, 2012; therefore, AFSCME agrees to withdraw the charge no later than sixty (60) calendar days after the execution of this agreement.

10.3.7.2 Case No. 1-12-CV-237150: The parties also agree that the foregoing resolves the issues underlying Case No. 1-12-CV-237150 filed by AFSCME with the Santa Clara County Superior Court of the State of California; therefore, AFSCME agrees to file a dismissal with prejudice to dismiss the City as a defendant from Case No. 1-12-CV-237150 no later than sixty (60) calendar days after the execution of this agreement.

10.3.8 For employees hired on or before September 29, 2012, a sick leave payout shall be made to full-time and part-time benefitted employees who are members of the Federated City Retirement System at the time of retirement or death under one of the following scenarios:

10.3.8.1 Federated Retirement Plan. The employee is: a) a member of the Federated Retirement Plan, and; b) retired under the provisions cited in the plan, and; c) credited with at least 15 years of service in this retirement plan, or; d) credited with at least 10 years of service prior to a disability retirement.

10.3.8.2 Terminated Employee with Vesting Rights. The employee has terminated service with the City in good standing, retained vesting rights in a retirement system according to provisions in the San José Municipal Code, and following such termination, qualifies for retirement and retires under the provisions cited in the code and has at the time of retirement credit for at least fifteen (15) years of service in the applicable retirement plan.

## 2013 CITY OF SAN JOSE – MEF NEGOTIATIONS

10.3.8.3 Death During Service. The estate of any full-time employee who dies while in City service and prior to retirement, even though the employee is not credited with at least 15 years of service in any applicable retirement plan.

10.3.8.4 Death of Terminated Employee. The estate of any full-time or eligible part-time employee who had terminated service with the City in good standing but had retained vesting rights in a retirement system according to provisions in the San José Municipal Code, and dies (on or after July 10, 1977) prior to becoming eligible for retirement allowances as cited under provisions of the San José Municipal Code, and has at the time of death credit for at least fifteen (15) years of service in the applicable retirement plan.

10.3.9 Effective June 22, 2013, for purposes of calculating a sick leave payout, employees' sick leave balances and hourly rates shall be frozen. This means that an employee will receive no more for a sick leave payout, after having met the requirements set forth above, than he or she would have been entitled to on June 22, 2013. Any sick leave usage after June 22, 2013, will come first from the sick leave balance accrued after June 22, 2013. An employee will continue to accrue sick leave after June 22, 2013, but it may not be used for sick leave payout purposes.

For example, if an employee's hourly rate is \$20 and his or her sick leave balance is 250 hours on June 22, 2013, then if he or she meets the eligibility requirements contained herein, the payout of a sick leave balance at the time of retirement will be based on the formula below, and shall be based on no more than 250 hours and an hourly rate of no more than \$20. This will occur even if the employee has subsequently earned more than 250 hours in sick leave or received a pay increase to an hourly rate higher than \$20. In this example, if the employee does not have available sick leave to use that was accrued after June 22, 2013, and uses sick leave and reduces their sick leave balance on June 22, 2013, to 50 hours, they will only be entitled to a sick leave payout of 50 hours, regardless of any sick leave accrued after June 22, 2013. This means that if sick leave payout hours are reduced by usage, they are not able to be re-established in the sick leave balance subject to payout.

10.3.10 Payout shall be determined as follows.

10.3.10.1 Payout shall be determined as follows: If a full-time or eligible part-time employee at the time of retirement or death has earned unused sick leave hours, the employee or Estate shall be paid the equivalent of a specified percent of their hourly rate of pay as of June 22, 2013, multiplied by the total number of accumulated and unused hours of sick leave as of June 22, 2013 (minus any sick leave hours as of June 22, 2013, which were used), as follows:

<u>10.3.10.2 Less than 400 hours -</u>	<u>Hours accumulated x 50% of final hourly rate;</u>
<u>or 400 - 799 hours -</u>	<u>Hours accumulated x 60% of final hourly rate;</u>
<u>or 800 - 1200 hours -</u>	<u>Hours accumulated x 75% of final hourly rate.</u>

10.3.11 Use of previously accumulated sick leave hours. For purposes of determining the total number of accumulated and unused hours of sick leave of a full-time employee at the time of retirement or death, unused sick leave from prior periods of employment before June 22, 2013, with the City shall be used. However, previously accumulated sick leave shall be credited to the employee for use during an employee's current employment period.



**CITY PROPOSAL #12– DISABILITY LEAVE**

City Proposed Language:

10.4.1 Disability Leave. Disability Leave Supplement (DLS) is the benefit provided pursuant to this Article, which, when added to Worker's Compensation Temporary Disability (WCTD) results in providing employees eighty-five percent (85%) of their regular base salary. Effective July 7, 2013, employees shall no longer be eligible to receive DLS.

10.4.10 Integration. After the maximum time limit specified in Article 10.4.6, and effective July 7, 2013, the integration of an employee's available leave will occur in the following order: (1) accrued Vacation hours, (2) earned Compensatory Time once Vacation has been exhausted, and (3) accrued Sick Leave once Vacation and Compensatory Time have both been exhausted.

- In no event shall an employee receive an amount, including Workers' Compensation Temporary Disability payments, in excess of an employee's regular base salary.

**UNION PROPOSAL #10 – CALL BACK AND STANDBY PAY**

City Counterproposal :

**ARTICLE 12 WAGES AND SPECIAL PAY**

12.8 Call Back. An employee who is called back to work in response to an emergency or other unforeseen circumstance shall be credited for the time worked, or for three (3) hours, whichever is greater, at the appropriate rate (1.5). This section shall apply on either a workday after the employee has departed from their place of employment or on a day off. It shall not apply to scheduled overtime or during a regular shift. Employees who are called back multiple times during a standby shift shall not receive additional pay until the employee has worked a total of three hours, after which time the employee would be eligible for additional pay, but only for actual hours worked.

12.8.1 To the extent possible, when an employee has worked in excess of sixteen (16) hours, upon request by the employee, the Department Director or designee may approve time off using an employee's available leave, excluding sick leave, to provide the employee with a rest period prior to their next shift.

12.9 Standby Pay. Employees who are required to perform standby duty shall be credited with one hour compensation at the appropriate rate (1.5) for each eight (8) hour shift or portion thereof the employee performs standby duty. In the event the employee is called back to work, the employee shall be entitled to the compensation provided by Section 12.8 above, in lieu of the one hour of standby compensation for that eight (8) hour shift.

12.9.1 Standby pay is not deemed as actual hours worked for the purpose of calculating eligibility for overtime.

**UNION PROPOSAL #4 – GRIEVANCE PROCEDURE**

City Counterproposal:

**ARTICLE 20 GRIEVANCE PROCEDURE**

20.3. Step I

20.3.1 An employee may present the grievance orally either directly or through the Union representative to the immediate supervisor. The grievance must be presented within ~~ten (10)~~twenty one (21) ~~working~~calendar days following the event or events on which the grievance is based. The immediate supervisor shall make whatever investigation is necessary to obtain the facts pertaining to the grievance. Within ~~ten (10)~~twenty one (21) ~~working~~calendar days after receiving the oral grievance, the immediate supervisor shall give the employee a verbal reply.

20.3.2 If the employee is not satisfied with the reply of their immediate supervisor, the employee may appeal the grievance to Step II.

## 2013 CITY OF SAN JOSE – MEF NEGOTIATIONS

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### UNION PROPOSAL #12 – CONTRACTING OUT AND VOLUNTEERS

City Counterproposal:

#### ARTICLE 4 RECOGNITION

4.1 Pursuant to Resolution No. 39367 of the City Council of the City of San José and the provisions of applicable state law, the Municipal Employees' Federation, AFSCME, Local No. 101, AFL-CIO, hereinafter referred to as the Employee Organization or Union is recognized as the exclusive representative for the purpose of meeting and conferring on matters within the scope of representation for employees assigned to the classifications listed in the Exhibits attached and incorporated by reference into this Agreement. The classifications listed in the Exhibits and subsequent additions thereto or deletions therefrom shall constitute an appropriate unit.

4.2 ~~The City agrees to meet and confer with the Union prior to contracting out work currently performed by bargaining unit members whenever such contracting out, including the use of volunteers, would result in material reduction of work done by bargaining unit members or would have significant adverse impact on bargaining unit work. It is agreed that position reductions, which result in lay-off of employees in the bargaining unit constitute significant impact on bargaining unit work.~~

#### ARTICLE 23 CONTRACTING OUT

23.1 The City agrees to meet and confer with the Union prior to contracting out work currently performed by bargaining unit members whenever such contracting out, including the use of volunteers, would result in material reduction of work done by bargaining unit members or would have significant adverse impact on bargaining unit work. It is agreed that position reductions, which result in lay-off of employees in the bargaining unit constitute significant impact on bargaining unit work.

**UNION PROPOSAL #13 – OVERTIME AND COMPENSATORY TIME**

City Counterproposal:

**ARTICLE 7 HOURS OF WORK AND OVERTIME**

**7.9 Part-time Employees**

7.9.2.5 To the extent possible and with the exception of any shift changes, when a non-benefited part-time employee has worked six (6) consecutive days, the employee, in so much as possible, shall be provided with one (1) scheduled day off. Nothing herein contained, however, shall limit the right of the Department Director or designee to determine the days of the week and hours of each day when any such part-time non-benefited employee shall be required to work, or whether such part-time non-benefited employee shall work at all.

*Tentative  
Agreement*

**2013 CITY OF SAN JOSE – MEF NEGOTIATIONS**

**CITY PROPOSAL – PROTECTIVE FOOTWEAR**

Proposed Language:

12.12 Protective Footwear. The City agrees to reimburse eligible employees for the purchase of protective footwear for up to \$150 for full-time employees when it is determined by the Director of Human Resources or designee that protective footwear is required for the full-time employee. Protective footwear shall meet established Occupational Safety and Health Administration's (OSHA) standards, current American National Standard for Personal Protection- Protective Footwear standards and requirements as determined by the City Safety Officer or designee. The City will replace protective footwear as needed, but no more than once per calendar year. An individual may select an approved style that is more expensive than the City maximum by paying the difference. ~~The City agrees to provide a voucher for the purchase of protective footwear for up to \$95.00, for full time employees in the classification of Animal Care Attendant when it is determined by the Director of Human Resources, or designee, that protective footwear is required. The selected footwear must meet Federal OSHA regulations for protective footwear as well as be waterproof, breathable, and have a non-skid sole. The City will replace protective footwear as needed, but no more than once per calendar year. An individual may select an approved style that is more expensive than the City maximum by paying the difference. Employees shall be allowed to obtain a voucher from any vendor(s) authorized by the City.~~

**FOR THE CITY:**

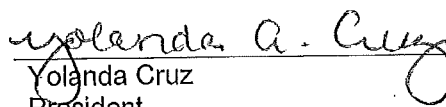


Alex Gurza  
Deputy City Manager

1-25-13

Date

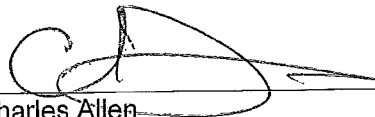
**FOR THE UNIONS:**



Yolanda Cruz  
President  
MEF, AFSCME Local 101

1/25/13

Date



Charles Allen  
Business Agent  
AFSCME; Local 101

1/25/13

Date

*Tentative  
Agreement*

**2013 CITY OF SAN JOSE – MEF NEGOTIATIONS**

**CITY PROPOSAL – UNIFORM ALLOWANCE**

Proposed Language:

12.11 Uniform Allowance. An annual Uniform Allowance not to exceed five-hundred dollars (\$500) shall be paid to eligible employees regularly assigned to the classifications listed below, provided that such eligible employees are required, in the performance of the assigned duties of such classifications, to wear an approved uniform.

1181 Police Data Specialist I  
1182 Police Data Specialist I (PT)  
1183 Police Data Specialist II  
1184 Police Data Specialist II (PT)  
1185 Police Data Specialist Supervisor  
2416 Senior Security Officer  
2431 Security Officer  
2432 Security Officer (PT)  
2441 School Crossing Guard (PT)  
2443 School Crossing Guard Coordinator  
8026 Supervising Police Data Specialist  
8512 Supervising Public Safety Dispatcher  
8513 Senior Public Safety Dispatcher  
8533 Senior Public Safety Dispatcher (PT)  
8514 Public Safety Radio Dispatcher  
8515 Public Safety Communication Specialist  
8534 Public Safety Radio Dispatcher (PT)  
8535 Public Safety Communication Specialist (PT)  
3252 Animal Services Officer  
3251 Senior Animal Services Officer

12.11.1 The City will provide School Crossing Guards with the initial jacket and patches at no cost to the employee.

12.11.2 Employees in the classifications of: 1181 Police Data Specialist I, 1182 Police Data Specialist I (PT), 1183 Police Data Specialist II, 1184 Police Data Specialist II (PT), and 1185 Police Data Specialist Supervisor hired or promoted on or after January 1, 1995, are required to wear an approved uniform. Employees in said classes hired prior to January 1, 1995, are not required to wear a uniform, however, once an employee chooses to wear a uniform, an employee may not revert to non-uniformed status.

12.11.3 Full-time employees in the classifications listed in Section 12.11 above who are eligible for the uniform allowance shall receive a uniform

## 2013 CITY OF SAN JOSE – MEF NEGOTIATIONS

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allowance not to exceed \$500.00 annually. Effective December 23, 2012, payment shall be made during the first two (2) pay periods of each month, in the amount of \$20.83 per biweekly pay period. If an eligible employee is on unpaid leave for a period of one (1) full pay period or more, the employee will not receive the uniform allowance for that pay period(s).~~In the event an eligible full-time employee assigned to a forty (40) hour week is paid for less than 1,040 hours during the twenty-six (26) full pay periods immediately preceding December 31st, such employee shall be paid that proportion of the allowance which the total number of hours for which the employee was paid in the above period bears to 1,040.~~

- 12.11.4 Part-time employees in the classifications listed in Section 12.11 above who are eligible for the uniform allowance shall receive a uniform allowance not to exceed \$250.00 annually, except for those employees in the classification of School Crossing Guard. Effective December 23, 2012, payment shall be made during the first two (2) pay periods of each month, in the amount of \$10.41 per biweekly pay period. If an eligible employee is on unpaid leave for a period of one (1) full pay period or more, the employee will not receive the uniform allowance for that pay period(s).

12.11.4.1 Part-time employees in the classification of School Crossing Guard eligible for the uniform allowance who work over 600 hours during the payroll calendar year shall receive the full gross uniform allowance of \$500.00; payment shall be made in January of the following year. In no event will any employee receive a total gross uniform allowance in excess of \$500.00.

12.11.4.2 Part-time employees in the classification of School Crossing Guard eligible for the uniform allowance who work 600 hours or less during the payroll calendar year shall receive a uniform allowance based on the hours worked by the employee as prorated to 600 hours; payment shall be made in January of the following year. In no event will any employee who works 600 hours or less during the payroll calendar year receive the full gross uniform allowance of \$500.00.

~~Eligible part-time employees shall receive that proportion of the \$500 uniform allowance which the total number of hours paid during the twenty-six (26) full pay periods immediately preceding December 31st bears to 2,000; except that employees in the classification of School Crossing Guard (part-time) shall receive that proportion of the \$500 which the total number of hours paid during the twenty-six (26) full pay periods immediately preceding December 31 bears to 600.~~




**2013 CITY OF SAN JOSE – MEF NEGOTIATIONS**

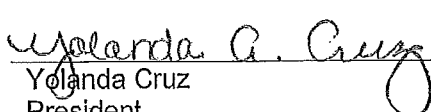
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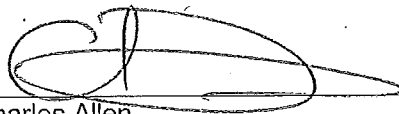
~~12.11.5 The Uniform Allowance referenced above, or pro rata portion of such allowance, shall be paid in January of each year during the term of this agreement.~~

**FOR THE CITY:**

 1-25-13  
\_\_\_\_\_  
Alex Gurza Date  
Deputy City Manager

**FOR THE UNIONS:**

 1/28/13  
\_\_\_\_\_  
Yolanda Cruz Date  
President  
MEF, AFSCME Local 101

 1/25/13  
\_\_\_\_\_  
Charles Allen Date  
Business Agent  
AFSCME, Local 101

T.A.  
2013 CITY OF SAN JOSE – MEF NEGOTIATIONS

**CITY PROPOSAL #15 – HOLIDAYS**


City Proposed Language:

10.1 Holidays

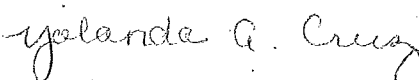
10.1.1 Except as otherwise provided, each full-time employee who is on paid status before and after the holidays specified below shall be eligible for paid holiday leave on each of the following specified holidays, and on no other day, during the term of this Agreement:

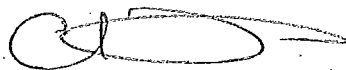
New Years Day	Columbus Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Cesar Chavez Day	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Years Eve Day

CITY:

  
ALEX GUIZA  
4-17-13

AFSCME

  
Yolanda A. Cruz  
4/17/13

  
CHARLES ALLEN

4/17/13

**2013 CITY OF SAN JOSE – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT**

**UNION PROPOSAL #1 – UNION RIGHTS**


**City Counterproposal:**

- 6.5.1 The City will deduct from the pay of each employee covered by this Agreement, while such employee is assigned to a classification included in a representation unit represented by the Union, dues uniformly required as a condition of membership, pursuant to the Union's constitution and by-laws provided that the employee has signed an appropriate Authorized Dues Deduction card. Such authorization shall be on a form approved by the Municipal Employee Relations Officer or designee.

6.5.1.1 The City agrees to deduct from the pay of each employee covered by this Agreement, while such employee is assigned to a classification included in a representation unit represented by the Union, voluntary deductions in addition to those described in Section 6.5.1, provided that the employee has submitted written authorization for such additional voluntary deductions on an appropriate Authorized Dues Deduction card to the Municipal Employee Relations Officer or designee. Such additional voluntary deductions shall continue unless the employee provides written notice to the Municipal Employee Relations Officer or designee to cease the additional voluntary deductions.

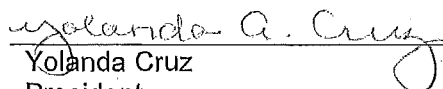
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**FOR THE CITY:**

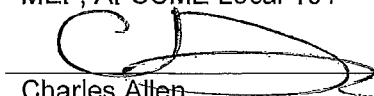
  
\_\_\_\_\_  
Alex Gurza  
Deputy City Manager

5-15-13  
\_\_\_\_\_  
Date

**FOR THE UNIONS:**

  
\_\_\_\_\_  
Yolanda Cruz  
President  
MEF, AFSCME Local 101

5/15/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Charles Allen  
Business Agent  
AFSCME, Local 101

5/15/13  
\_\_\_\_\_  
Date

**2013 CITY OF SAN JOSE – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT**

**UNION PROPOSAL #4 – GRIEVANCE PROCEDURE**

City Counterproposal:

20.1 Any dispute between the City and the Union regarding the interpretation or application of the written Memorandum of Agreement, or the interpretation or application of the Employer-Employee Resolution #39367, as amended, shall be considered a grievance. A grievance may be initiated only by the employee directly affected except as otherwise provided herein. Where the dispute directly affects a significantly large group of employees in the representation unit, the appropriate Union may file a grievance on behalf of such employee(s).

20.6.3 The parties may mutually agree upon the selection of the arbitrator or shall jointly request the State of California Mediation and Conciliation Service to provide a list of seven persons qualified to act as arbitrators. Any costs associated with the mutually agreed upon joint request for a list of persons qualified to act as arbitrators from the State of California Mediation and Conciliation Service shall be divided equally between the parties. The City will process the joint request after receiving the Union's share of the cost for obtaining the list.

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**FOR THE CITY:**

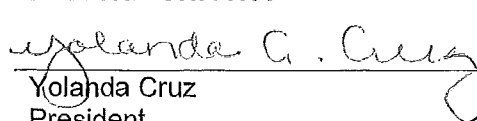


Alex Gurza  
Deputy City Manager

5-15-13

Date


**FOR THE UNIONS:**



5/15/13

Yolanda Cruz  
President  
MEF, AFSCME Local 101

Date



5/15/13

Charles Allen  
Business Agent  
AFSCME, Local 101

Date

**2013 CITY OF SAN JOSE – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY PROPOSAL #13 – HEALTH/DENTAL IN LIEU**

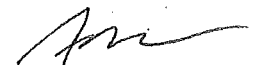
City Proposed Language:

**ARTICLE 13 BENEFITS**

- 13.3.2 The payment-in-lieu of health and/or dental insurance program is available to full-time employees who are not on a reduced workweek of less than thirty-five (35) regular work hours per week or unpaid leave and have alternate group health and/or dental coverage. To qualify, an employee must provide proof of alternate group coverage to Human Resources. Alternate coverage must be acceptable by the City.
- 13.3.4 Payments for the in-lieu insurance program will be discontinued if an employee becomes ineligible for the program. An employee's ineligible status would include but not be limited to the following situations, employment status changes from full to part-time, employee is on an unpaid leave of absence, employee is on a reduced work week of less than thirty-five (35) regular work hours per week, or employee loses or does not have alternate insurance coverage. An employee whose in-lieu payments are discontinued may enroll, if eligible, in a health and/or dental plan during the next annual open enrollment period.

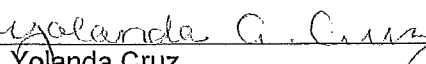
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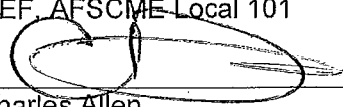
  
\_\_\_\_\_  
Alex Gurza  
Deputy City Manager

5-15-13  
\_\_\_\_\_  
Date

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Yolanda Cruz  
President  
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Date

  
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Charles Allen  
Business Agent  
AFSCME, Local 101

5/15/13  
\_\_\_\_\_  
Date

**2013 CITY OF SAN JOSE – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT**

**CITY PROPOSAL #14 – UNIFORM ALLOWANCE**

Proposed Language:

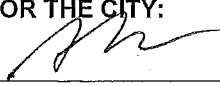
- 12.11 Uniform Allowance. An annual Uniform Allowance not to exceed five-hundred dollars (\$500) shall be paid to eligible employees regularly assigned to the classifications listed below, provided that such eligible employees are required, in the performance of the assigned duties of such classifications, to wear an approved uniform.

1181 Police Data Specialist I  
1182 Police Data Specialist I (PT)  
1183 Police Data Specialist II  
1184 Police Data Specialist II (PT)  
1185 Police Data Specialist Supervisor  
2416 Senior Security Officer  
2431 Security Officer  
2432 Security Officer (PT)  
2441 School Crossing Guard (PT)  
2443 School Crossing Guard Coordinator  
8026 Supervising Police Data Specialist  
8512 Supervising Public Safety Dispatcher  
8513 Senior Public Safety Dispatcher  
8533 Senior Public Safety Dispatcher (PT)  
8514 Public Safety Radio Dispatcher  
8515 Public Safety Communication Specialist  
8534 Public Safety Radio Dispatcher (PT)  
8535 Public Safety Communication Specialist (PT)  
3252 Animal Services Officer  
3251 Senior Animal Services Officer  
8532 Public Safety Radio Dispatcher Trainee \*  
8534 Public Safety Radio Dispatcher Trainee (PT) \*

*\* Employees in these classifications as of the effective date of a successor Memorandum of Agreement (MOA) will receive the portion of the Uniform Allowance they are entitled to, if any, that they would have been previously eligible for in a lump sum payment, less any applicable deductions, on the paycheck corresponding to the second full pay period after a successor MOA has been both ratified by union members and approved by City Council. Employees in these classifications as of the effective date of a successor MOA shall begin to receive the Uniform Allowance prospectively per the first two (2) pay periods for each month pursuant to the terms of the MOA. In no event will full-time employees in these classifications receive a Uniform Allowance in excess of \$500.00 and in no event will part-time employees in these classifications receive a Uniform Allowance in excess of \$250.00.*

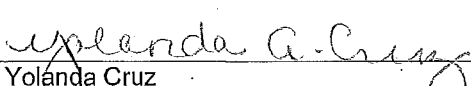
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**FOR THE CITY:**

  
Alex Gurza  
Deputy City Manager

5-15-13  
Date

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Yolanda Cruz  
President, MEF, AFSCME Local 101

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Charles Allen  
Business Agent, AFSCME Local 101

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Date

**2013 CITY OF SAN JOSE – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT**

**UNION PROPOSAL #11 – CITY-WIDE LABOR MANAGEMENT COMMITTEE**

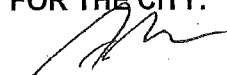
City Counterproposal:

**20.9      City-Wide Labor Management Committee**

- 20.9.1      Purpose. To provide regular communication between the Union and the City, to solve workplace issues, to provide training for and support to the departmental labor management committees, and to facilitate positive Union-management relations.
- 20.9.2      Structure. Management shall include up to two representatives from Employee Relations and one representative from Human Resources. Labor shall include two Officers and one Business Agent. Additional representatives may be requested to participate on specific issues. Issues for discussion and the meeting schedule will be mutually agreed upon. Decision-making will be by consensus.
- 20.9.3      Authority. The City-Wide Committee will coordinate and provide training and support to department labor management committees as requested, and shall address city-wide issues. The City-Wide Labor Management Committee is authorized to enter into tentative agreements pending usual authority and/or ratification processes. This process is not designed or intended to address individual grievances, review personnel issues, appeal disciplines, replace the steward system, or appeal decisions of department Labor Management Committees.
- 20.9.4      Release Time. The City will provide up to two (2) hours of paid release time for up to two (2) Union representatives for the purpose of preparing for and attending the City-Wide Labor Management Committee meeting, when such meetings are scheduled.

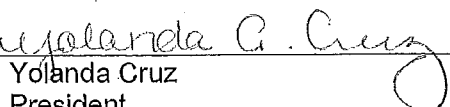
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**FOR THE CITY:**


  
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Alex Gurza  
Deputy City Manager

5-15-13  
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2013 CITY OF SAN JOSE – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT

**CITY PROPOSAL #18– HOLIDAY-IN-LIEU FOR PUBLIC SAFETY DISPATCHERS CLASS SERIES**

Proposed Language:

10.1.13 Holiday-In-Lieu Pay For Public Safety Dispatchers Class Series. In lieu of the holiday compensation provided above, employees in the Public Safety Dispatcher class series listed below, (I, II, Senior and Supervising Public Safety Dispatcher) shall be paid an amount equal to 6.5% of base salary as holiday pay. Holiday-in-lieu compensation shall be included in the employee's final average salary for the purpose of pension calculation. Employees who are paid such holiday-in-lieu pay may be required to work on holidays, and do not receive any other form of holiday compensation under any other section of this Agreement. In the event that the City Council proclaims or designates any additional holidays for which full-time employees are entitled to holiday leave, in addition to those listed in Article 10.1.1, the City will meet and confer with the Union over holiday-in-lieu pay for the Public Safety Dispatchers class series listed below.

- Public Safety Communication Specialist
- Public Safety Communication Specialist (PT)
- Public Safety Radio Dispatcher
- Public Safety Radio Dispatcher (PT)
- Public Safety Radio Dispatcher Trainee
- Public Safety Radio Dispatcher Trainee (PT)
- Senior Public Safety Dispatcher
- Senior Public Safety Dispatcher (PT)
- Supervising Public Safety Dispatcher

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FOR THE CITY:

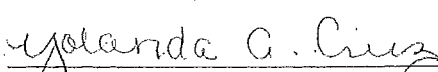


Alex Gurza  
Deputy City Manager

5-15-13

Date

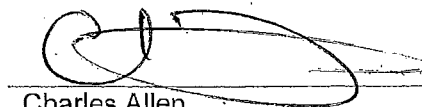
FOR THE UNIONS:



Yolanda Cruz  
President  
MEF, AFSCME Local 101

5/15/13

Date



Charles Allen  
Business Agent  
AFSCME, Local 101

5/15/13

Date



**2013 CITY OF SAN JOSE – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT**

**UNION PROPOSAL #14– TRAINING PAY**


City Counterproposal:

**ARTICLE 12 WAGES AND SPECIAL PAY**

- 12.16 Communications Dispatcher Training Pay. Public Safety Communication Specialists or Public Safety Radio Dispatchers shall be eligible for additional pay equal to ~~one (1) step~~ approximately five percent (5%) of the employee's current rate of pay for each hour the employee is assigned and is actually engaged in one-on-one training of a Dispatcher trainee.
- 12.17 Police Data Specialist Training Pay. Police Data Specialists shall be eligible for additional pay equal to approximately five percent (5%) of the employee's current rate of pay ~~one step~~ for each hour the employee is assigned and is actually engaged in one-on-one training of a Data Specialist trainee.

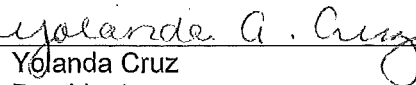
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**FOR THE CITY:**


  
Alex Gurza  
Deputy City Manager

5-23-13  
Date

**FOR THE UNIONS:**

  
Yolanda Cruz  
President  
MEF, AFSCME Local 101

5/23/13  
Date

  
Charles Allen  
Business Agent  
AFSCME, Local 101

5/23/13  
Date

2013 CITY OF SAN JOSE – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT

UNION PROPOSAL #2 – SAFETY

City Counterproposal:

- 15.1 The City shall provide a safe and healthy working environment in accordance with applicable State and Federal laws and regulations. The Union agrees that where safety devices or protective equipment is required or furnished, its use shall be mandatory.
- 15.2 An employee who believes their work assignment is unsafe or believes a safety violation exists and for that reason refuses to perform such assignment, will first report such unsafe conditions to their immediate supervisor and try and resolve it at that level. The employee may at any time request that a union representative be present for any part of the process. ~~shall be assigned other duties, if other duties are available, and no other employee shall be assigned the work assignment in dispute until after a determination has been made by the City's Safety Officer. If no other duties are available, the employee shall be placed on a leave of absence without pay, pending the above determination. Prior to being placed on such leave, however, the employee may request the presence of the appropriate Union representative.~~
- 15.3 If the employee is not satisfied with the response of the immediate supervisor, the employee may request that the City make a determination as to the safeness of the work assignment in accordance with Cal/OSHA regulations. If the City is asked to make a determination, an employee will be assigned other duties if other duties are available while an investigation is underway. If no other duties are available, the employee may be placed on a leave of absence without pay, pending the above determination. No other employee shall be assigned the work assignment in dispute until after a determination is made by the City's designated safety official. The employee's immediate supervisor shall immediately request the City's Safety Officer to make a determination as to the safeness of the work assignment in question. If the assignment is determined to be unsafe, the employee shall be reimbursed for any time lost due to the refusal to perform. If the employee disagrees with the determination of the City's Safety Officer and continues to refuse to perform the assignment, the employee shall be assigned other duties, if such other duties are available, and a prompt request for a determination by the Department of Industrial Safety of the State of California shall be made. Pending such determination, the assignment shall not be given to another employee. If no other duties are available, the employee shall be placed on a leave of absence without pay, pending the determination of the Department of Industrial Safety. If the assignment is determined to be unsafe, the employee shall be reimbursed for any time lost due to refusal to perform. The determination by the Department of Industrial Safety of the safeness or unsafeness of the work assignment shall not be subject to the grievance procedure.
- 15.4 No provisions of this Article shall be subject to the grievance procedures of this Agreement. If the Union is not satisfied with the City's determination, the Union can request to meet with the Office of Employee Relations to discuss the City's determination.
- ~~15.4 Upon request of either the employee or the representative of the State of California, Division of Occupational Safety and Health, the appropriate Union representative~~

**2013 CITY OF SAN JOSE – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT**


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~~shall be permitted to accompany the City Safety Officer, or the representative of the Division of Industrial Safety, or both, during the inspections of the questioned work assignment. Neither the employee nor the appropriate Union representative shall suffer any loss of compensation for time involved in the inspections of the questioned work assignment during their respective regularly scheduled working hours. In no event shall overtime or premium pay be paid for any time spent in such inspections.~~

~~15.5 The city-wide Safety Committee shall provide one seat for an MEF designated representative. The MEF representative shall attend regular meetings for the purposes of informing the committee of safety issues and concerns and assisting in the development of educational training sessions.~~

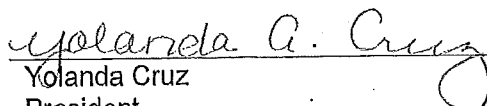
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**FOR THE CITY:**


  
\_\_\_\_\_  
Alex Gurza  
Deputy City Manager

  
\_\_\_\_\_  
Date

**FOR THE UNIONS:**

  
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Yolanda Cruz  
President  
MEF, AFSCME Local 101

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Charles Allen  
Business Agent  
AFSCME, Local 101

  
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Date

2013 CITY OF SAN JOSE – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT

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UNION PROPOSAL #3 – LAYOFF

City Counterproposal:

11.2 Order of Layoff. When one or more employees in the same class in a City department are to be laid off for lack of work, purposes of economy, curtailment of positions or other reason, the order of layoff shall be as follows:

11.2.1 Provisional employees in the order to be determined by the appointing authority.

11.2.2 Probationary employees in the order to be determined by the appointing authority.

11.2.3 Permanent employees in inverse order of seniority within the classification being reduced, or in a higher class.

11.2.3.1 The City will notify the Union within three (3) working days when a new or updated seniority list for each and every classification pertaining to any employee(s) represented by the Union has been posted or updated. The determination of seniority based on Sections 11.2.3.2 and 11.2.3.3, if applicable, shall be made prior to the publication of a seniority list.

11.2.3.2 If two or more permanent employees have the same class seniority, then ranking is based on Citywide seniority.

11.2.3.3 If two (2) or more permanent employees have the same class and the same Citywide seniority, then ranking is based on the scores on the eligible list that was used for the original hiring in the classification or the quantitative examination scores used for the original hiring in the classification. In the absence of eligible list scores or quantitative examination scores used in the original hiring, ranking on the seniority list shall be determined as follows:

(a) The sum total of the last four (4) digits of the employee's social security number will determine seniority, with the lowest sum total being the least senior and the highest sum total being the most senior on the established list.

(b) In the event that the sum total of the last four (4) digits of the employee's social security number should result in a tie, a random draw shall be conducted consisting only of the employees with the sum total tie. The first drawn name will be the least senior and the last name drawn will be the most senior on the established list.


11.2.4 Permanent employees shall be given every opportunity for transfer to other departments when layoff is pending.

**2013 CITY OF SAN JOSE – MEF NEGOTIATIONS  
TENTATIVE AGREEMENT**

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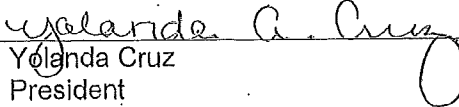
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**FOR THE CITY:**


  
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Alex Gurza  
Deputy City Manager

  
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Date

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Yolanda Cruz  
President  
MEF, AFSCME Local 101

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Charles Allen  
Business Agent  
AFSCME, Local 101

  
\_\_\_\_\_  
Date

## SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

THE MUNICIPAL EMPLOYEES' FEDERATION, AFSCME LOCAL 101

### Sustainable Transportation Incentive

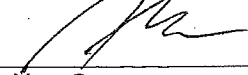
The City and the Municipal Employees' Federation, (MEF), AFSCME Local 101, ("the Union") agree to continue discussing programs that provide subsidies for public transit which could be available to employees. Discussions shall include, but not be limited to, EcoPass, regional commuter assistance and pre-tax transit programs.

Either the City or the Union may provide notice to the other of its request to discuss programs that provide subsidies for public transit that could be available to employees. Upon such notice, the parties shall continue these discussions within ten (10) calendar days after the City or the Union receives notice from the other.

Agreeing to continue discussing programs that provide subsidies for public transit does not guarantee that any of the programs discussed will be adopted and/or implemented by the City. There are currently no funds designated for these programs.

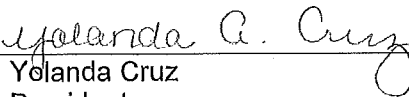
This Agreement is tentative and shall become effective only as part of the overall agreement on, and only during the term of, any agreement reached between the City and the Union.

FOR THE CITY:

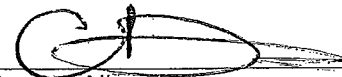
  
\_\_\_\_\_  
Alex Gurza  
Deputy City Manager

5-23-13  
\_\_\_\_\_  
Date

FOR THE UNION:

  
\_\_\_\_\_  
Yolanda Cruz  
President  
MEF, AFSCME Local 101

5/23/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Charles Allen  
Business Agent  
AFSCME, Local 101

5/23/13  
\_\_\_\_\_  
Date

## SIDE LETTER AGREEMENT

BETWEEN

THE CITY OF SAN JOSE

AND

THE MUNICIPAL EMPLOYEES' FEDERATION/AFSCME, LOCAL 101 (MEF)

### **Shifts for Sr. Airport Operations Specialists in the Airport Department PILOT PROGRAM**

The City and the Union acknowledge that the MEF Memorandum of Agreement has the following language regarding unpaid lunches:

*7.3 The normal work schedule shall be forty (40)-hours consisting of five (5) consecutive days of eight (8) hours each, exclusive of a lunch period of at least thirty (30) minutes, Monday through Friday. Insofar as is possible, lunch periods shall be scheduled in the middle of the shift. The length of any lunch period is subject to supervisory approval.*

Full-time employees in the Senior Airport Operations Specialist classification (3514) in the Airport Department currently work either an eight and a half (8.5) hour shift with a half (0.5) hour unpaid lunch period five (5) days a week, or a ten and a half (10.5) hour shift with a half (0.5) hour unpaid lunch period four (4) days a week.

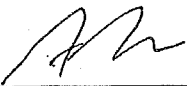
In recognition of the following circumstances, effective the beginning of the pay period closest in time after this agreement has been signed and executed, full-time employees in the Senior Airport Operations Specialist classification (3514) will work either a straight eight (8) hour shift without an unpaid lunch five (5) days a week or a straight ten (10) hour shift without an unpaid lunch four (4) days a week as a Pilot Program that shall expire on June 21, 2014. The Pilot Program is in recognition of the following:

- For eight (8) / ten (10) straight hours a day, full-time employees in the Senior Airport Operations Specialist classification (3514) will be required to perform activities that are work related and during this period of time, they may not be relieved of active work time. If an employee needs to be relieved of active work time for any period of time during their work shift, they must request to use their own leave and such requests are subject to supervisory approval prior to the use of such leave.

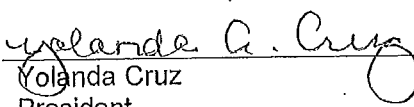
- o An employee is not required to use their leave to take their two (2) fifteen (15) minute breaks (or rest period), which cannot be combined. Insofar as is possible, breaks (or rest periods) shall be scheduled in the middle of each half of the shift. It is understood and agreed that the inability to permit an employee to take a rest period shall not be a basis for any claim for overtime compensation.
- For eight (8) / ten (10) straight hours a day, full-time employees in the Senior Airport Operations Specialist classification (3514) may not leave Airport property, unless performing work off-site as directed by their supervisor, and must be available to perform activities that are work related during their entire work shift. If an employee needs to leave Airport property and/or is unavailable to perform activities that are work related for any reason during their work shift, they must request to use their own leave and such requests are subject to supervisory approval prior to the use of such leave.

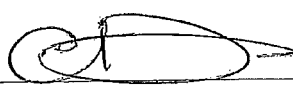
This Pilot Program shall become effective when signed by all parties below and shall expire June 21, 2014. Either party may at any time terminate the Pilot Program prior to June 21, 2014, upon written notice being provided to the other party.

**FOR THE CITY:**

 6-6-13  
 Alex Gurza Date  
 Deputy City Manager

**FOR THE UNIONS:**

 6/6/13  
 Yolanda Cruz Date  
 President  
 MEF, AFSCME Local 101

 6/6/13  
 Charles Allen Date  
 Business Agent  
 AFSCME, Local 101



## Side Letter Agreement

### RETIREE HEALTHCARE STAKEHOLDER SOLUTIONS WORKING GROUP AND NEGOTIATIONS

#### PURPOSE

The parties recognize the importance of funding the current retiree healthcare benefit, and since 2009, have been increasing contributions into the plan in order to begin paying the full Annual Required Contribution to ensure funding of the retiree healthcare benefit.

Neither the City nor the bargaining units have committed to close the plan. However, new employees will not enter the existing retiree healthcare plan. Since current employees share in paying the unfunded liabilities of the current retiree healthcare benefit, new employees who are not in the current plan would not be making those payments. The City has agreed to make the contributions towards the unfunded liabilities that those new employees would have paid had they been in the current plan. The City has agreed to do so in order to allow time for long-term solutions to be developed by a Retiree Healthcare Solutions Working Group ("Working Group") and negotiations.

The goal of the Working Group shall be to develop options that lead to long-term solutions to the retiree healthcare issue.

The City and the Coalition<sup>1</sup> have agreed to immediately continue working on solutions to retiree healthcare both through the Working Group and subsequent negotiations. The parties are committed to working collaboratively towards long-term solutions and have agreed to remain open to considering various options. The options considered will include, but are not limited to, the following:

- Using high-deductible healthcare plans in combination with individual health savings accounts;
- Limitations on the current retiree healthcare benefit in combination with individual health savings accounts;
- Tiered healthcare benefit structures based on length of employment;
- Modification of eligibility requirements;
- Health plan design and rate structure changes;
- Incentives for employees to work beyond normal retirement eligibility; and
- The inclusion or exclusion of new employees in any modifications, or the formation of a completely different plan for new employees.

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<sup>1</sup> The San Jose Federated Labor Coalition consists of the following nine (9) bargaining units: Association of Building, Mechanical, and Electrical Inspectors (ABMEI), Association of Engineers and Architects (AEA), Association of Legal Professionals (ALP), Association of Maintenance Supervisory Personnel (AMSP), City Association of Management Personnel (CAMP), Confidential Employees' Organization (CEO), International Brotherhood of Electrical Workers (IBEW), Municipal Employees' Federation (MEF) and International Union of Operating Engineers, Local #3 (OE#3).

## **RETIREE HEALTHCARE STAKEHOLDER SOLUTIONS WORKING GROUP**

### **Facilitator:**

By August 1, 2013, the City and the Coalition members will mutually agree on an independent person or entity that is knowledgeable in the area of retiree healthcare benefits to facilitate the Working Group.

The facilitator will facilitate the discussions, provide information to the parties, and generally assist in the development of options for long-term solutions. Upon the mutual agreement of the City and Coalition members, other subject matter experts may be engaged to assist in analyzing possible solutions.

The costs of the facilitator and any subject matter experts will be shared equally between the City and the Coalition members.

### **Participation:**

In addition to the City and a representative from each bargaining unit in the Coalition, members of the Working Committee will include a representative of the retirees, and any unrepresented employee group(s).

### **Meetings:**

The City and the Coalition will jointly schedule Working Group sessions in coordination with the facilitator. More frequent and longer Working Group sessions will be scheduled in the early stages of the process. The Working Group sessions will be open to employees and the public.

## **TIMELINE FOR RETIREE HEALTHCARE SOLUTIONS WORKING GROUP AND NEGOTIATIONS:**

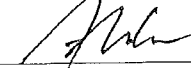
The Working Group shall agree upon a facilitator no later than August 1, 2013. The time period to schedule Working Group sessions will be from August 1, 2013, and conclude no later than December 31, 2013, unless the parties mutually agree to extend the timeframe. The City and the Coalition agree that this process will not supplant the meet and confer process regarding retiree healthcare.

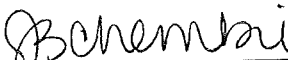
Negotiations between the City and the bargaining units shall commence within 14 days upon notice of either party, but no earlier than January 1, 2014. The City and the bargaining units shall negotiate in good faith in an effort to reach a mutual agreement. Applicable impasse dispute resolution procedures shall apply. The parties intend to meet and confer through coalition bargaining. However, all parties reserve their respective rights to withdraw from coalition bargaining. In such an event, the City and any bargaining unit that withdraws from the Coalition will bargain separately.


Side Letter Agreement  
Retiree Healthcare Stakeholder Solutions Working Group and Negotiations

This Side Letter Agreement is considered part of the tentative agreement on retiree healthcare with the bargaining units and shall become effective only as part of the overall retiree healthcare agreement. Each bargaining unit conducts separate ratification processes, and this Side Letter Agreement shall be effective for those bargaining units who ratify the overall tentative agreement on retiree healthcare and only during the term of those agreements with each respective bargaining unit.

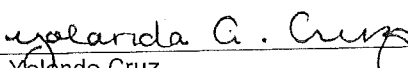
FOR THE CITY:

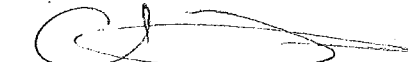
 6-11-13  
\_\_\_\_\_  
Alex Gurza Date  
Deputy City Manager

 6/11/13  
\_\_\_\_\_  
Jennifer Schembri Date  
Deputy Director of Employee Relations


 6/11/13  
\_\_\_\_\_  
Cheryl Parkman Date  
Executive Analyst  
Office of Employee Relations

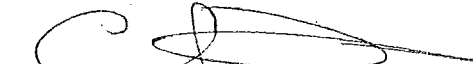
FOR THE UNION:

 6/10/13  
\_\_\_\_\_  
Yolanda Cruz Date  
President  
MEF, AFSCME Local 101

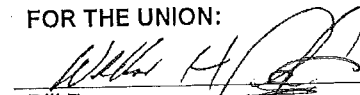
 6/10/13  
\_\_\_\_\_  
Charles Allen Date  
Business Agent  
AFSCME, Local 101

FOR THE UNION:

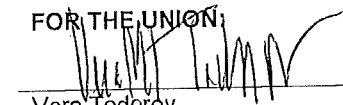
 6/10/13  
\_\_\_\_\_  
LaVerne Washington Date  
President  
CEO, AFSCME Local 101

 6/10/13  
\_\_\_\_\_  
Charles Allen Date  
Business Agent  
AFSCME, Local 101

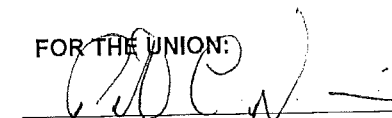
FOR THE UNION:

 \_\_\_\_\_  
Bill Pope Date  
Business Representative  
Operating Engineers, Local 3

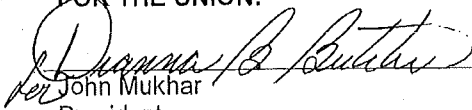
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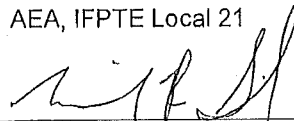
 6/13/13  
\_\_\_\_\_  
Vera Todorov Date  
President  
ALP

FOR THE UNION:

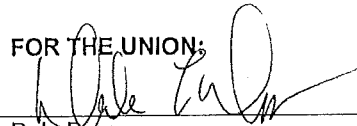
 6/10/13  
\_\_\_\_\_  
Peter Fenerin Date  
President  
ABMEI

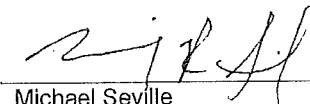
FOR THE UNION:

 6/10/13  
Date  
John Mukhar  
President  
AEA, IFPTE Local 21

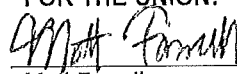
 6/10/13  
Date  
Michael Seville  
Acting Senior Representative  
IFPTE, Local 101

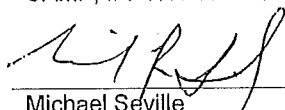
FOR THE UNION:

 6/10/2013  
Date  
Dale Dapp  
President  
AMSP, IFPTE Local 21

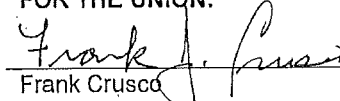
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Date  
Michael Seville  
Acting Senior Representative  
IFPTE, Local 101

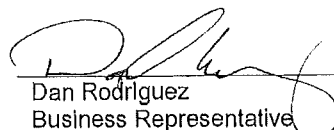
FOR THE UNION:

 6/10/2013  
Date  
Matt Farrell  
President  
CAMP, IFPTE Local 21

 6/10/13  
Date  
Michael Seville  
Acting Senior Representative  
IFPTE, Local 101

FOR THE UNION:

 6-10-13  
Date  
Frank Crusco  
Chief Steward  
IBEW, Local 332

 6/10/13  
Date  
Dan Rodriguez  
Business Representative  
IBEW, Local 332